



COMMUNITY DEVELOPMENT COMMISSION

County of Los Angeles

2 Coral Circle • Monterey Park, CA 91755

323.890.7001 • www.lacdc.org

Gloria Molina
Yvonne Brathwaite Burke
Zev Yaroslavsky
Don Knabe
Michael D. Antonovich
Commissioners

Carlos Jackson
Executive Director

May 17, 2005

Honorable Board of Commissioners
Community Development Commission of the
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Commissioners:

**APPROVE THE PURCHASE AGREEMENT
WITH STACK COMPUTER, INC. (ALL DISTRICTS)
(3 Vote)**

**CIO RECOMMENDATION: (X) APPROVE
() APPROVE WITH MODIFICATION () DISAPPROVE**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Executive Director of the Community Development Commission to execute a one-year Purchase Agreement with Stack Computer, Inc. (Contractor) in substantially the form of the attached, to purchase two EMC Corporation (EMC) Storage Area Network (SAN) systems, EMC data replication software and EMC installation services, at a cost not to exceed \$394,405, using Commission general funds, to be effective following approval as to form by County Counsel and execution by all parties.
2. Authorize the Executive Director to execute amendments to the Purchase Agreement, following approval as to form by Counsel, to increase the contract by an aggregate maximum amount not exceeding \$27,392 for installation services using Commission general funds.
3. Authorize the Executive Director to incorporate into the Commission's 2004-2005 Fiscal Year budget a maximum of \$27,392 for unforeseen installation services.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The purpose of this action is to award a Purchase Agreement to the Contractor for the purchase and installation of two EMC Storage Area Network (SAN) systems, data replication software and installation services to create a data replication environment. The new data replication environment will provide the infrastructure needed for the Commission, in the future, to build a business continuity solution for use in the event of a major disaster.

FISCAL IMPACT/FINANCING:

There is no impact on the County's General Fund. The Purchase Agreement will be funded with a total of \$394,405, which is comprised of \$136,962 for installation services, and \$257,443 for the purchase of hardware and software, using Commission general funds.

A contingency in the amount of \$27,392, is also being set aside for unforeseen services, using Commission general funds to be incorporated into the Commission's approved Fiscal Year 2004-2005 budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Under the terms of the proposed Purchase Agreement, the Commission will purchase two EMC SAN systems, data replication software and installation services. The Contractor as a business partner and reseller of EMC products will use EMC to install the software and equipment to create a data replication environment, which will provide an infrastructure that can be enabled in the future to mitigate the effects of a major disaster such as a virus attack or power outage.

Under the Purchase Agreement, Contractor will install two EMC SANs for additional data storage and EMC MirrorView and SnapView software to replicate data between the Housing Authority's Santa Fe Springs and the Commission's Monterey Park locations. The new hardware and software will enable the Commission to build a disaster recovery solution that will allow critical applications such as PeopleSoft Financials/HRMS, ECS (Section 8 application), Voice Over IP, and Exchange (electronic mail system) and other data to be duplicated at each site in the event either location is disabled and/or the location is inaccessible. If servers are down for an extended length of time, staff could relocate to the operable site and resume business.

Should the Contractor require additional or replacement personnel during the term of the Purchase Agreement, it has agreed to give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program and General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open

positions. The Contractor will contact the County's GAIN/GROW Division for a list of participants by job category.

The Purchase Agreement has been reviewed by County Counsel. In addition, the Purchase Agreement has been approved by the County's Chief Information Officer, based on the attached analysis.

ENVIRONMENTAL DOCUMENTATION:

Approval of the Purchase Agreement is exempt from the provisions of the National Environmental Policy Act pursuant to 24 Code of Federal Regulations, Part 58, Section 58.34. (a)(3) because it involves administrative activities that will not have a physical impact or result in any physical changes to the environment. The activities are not subject to the provisions of California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines 15060(c)(3) and 15378 because they are not defined as a project under CEQA and do not have the potential for causing a significant effect on the environment.

CONTRACTING PROCESS:

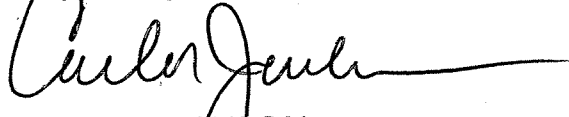
The Commission is taking advantage of the discounted costs leveraged through the California Multiple Award Schedule (CMAS), which is less than the Commission's procurement process. The CMAS was chosen as the purchasing vehicle for procurement of the two EMC SAN systems, data replication software and installation services. The procurement process is consistent with the Commission's policies and procedures.

The Contractor is an authorized reseller of services and products offered by EMC Corporation. EMC Corporation is the primary lead in the implementation of the two EMC SAN systems and data replication software.

IMPACT ON CURRENT SERVICES:

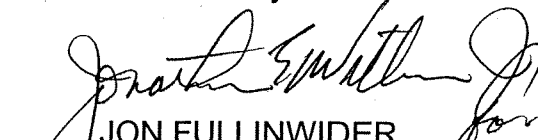
Implementing the two EMC SAN systems and data replication software will help preserve the Commission's data and software applications essential to its operation, and avoid a disruption of service to the Commission's constituents in the event of a major network disaster.

Respectfully submitted,



CARLOS JACKSON
Executive Director

Reviewed by:



JON FULLINWIDER
Chief Information Officer
COUNTY OF LOS ANGELES

Attachments: 2

CIO ANALYSIS

PURCHASE AGREEMENT WITH STACK COMPUTER, INC. FOR STORAGE AREA NETWORK SYSTEMS (SAN) FOR COMMUNITY DEVELOPMENT COMMISSION (ALL DISTRICTS) (3 VOTES)

CIO RECOMMENDATION: ☒ APPROVE ☐ APPROVE WITH MODIFICATION
☐ DISAPPROVE

Contract Type:

☒ New Contract ☐ Contract Amendment ☐ Contract Extension
☐ Sole Source Contract

New/Revised Contract Term: Base Term: 1 Yrs # of Option Yrs 0

Contract Components:

☒ Software ☒ Hardware ☐ Telecommunications
☒ Professional Services

Project Executive Sponsor: Carlos Jackson, Director, CDC

Budget Information :

Y-T-D Contract Expenditures	\$0
Requested Contract Amount	\$394,405
Aggregate Contract Amount	\$394,405

Project Background:

Yes	No	Question
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project legislatively mandated?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project subvented? If yes, what percentage is offset? The SANs project is 100% subvented by the U.S. Department of Housing and Urban Development (HUD).

Strategic Alignment:

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project in alignment with the County of Los Angeles Strategic Plan? The SANs project supports the County's Strategic Plan Goal 3: Organizational Effectiveness.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project consistent with the currently approved Department Business Automation Plan?

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project's technology solution comply with County of Los Angeles IT Directions Document? The SANs project complies with IT Directions document by utilizing enterprise solutions to meet common needs.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project technology solution comply with preferred County of Los Angeles IT Standards? The SANs project is aligned with the County's preferred data replication technology by utilizing an EMC Storage Area Network (SAN) system.

Project/Contract Description:

The Community Development Commission (Commission) is seeking your Board's approval to execute a one-year Purchase Agreement with Stack Computer, Inc. (Contractor) to purchase two (2) EMC Corporation (EMC) Storage Area Network (SAN) systems, EMC data replication software and EMC installation services, maintenance and training at a not to exceed cost of \$394,405.

There is no impact on the County's General Fund. The Purchase Agreement will be funded with a total of \$394,405, which is comprised of \$136,962 for installation services, maintenance and training, and \$257,443 for the purchase of the hardware, software and services. The funds will originate from the Commission general funds and need to be incorporated into the Commission's approved Fiscal Year 2004-2005 budget.

Background:

The Commission has for several years operated a small SAN in the Commission's Monterey Park data center. The existing SAN is at capacity and must be replaced to support additional computing and data storage requirements. The Commission desires to expand their use of the SAN technology by purchasing a replacement SAN unit for their Monterey Park data center and a new SAN unit for their Santa Fe Springs data center. This new equipment will be configured to provide improved redundancy and disaster recovery capability.

Project Justification/Benefits:

The project will provide for the purchase and installation of two EMC SAN systems and data replication software for the Commission's two data centers. The immediate benefit that the project will provide is an increase in the available storage at each data center and a data replication environment for data from the other data center.

The long term benefit that the project will provide is the data replication infrastructure to enable the Commission to build a business continuity solution for use in the event of a major disaster. The business continuity solution will allow critical data and software applications to be duplicated at each site, allowing for business continuity in the event of a major network disaster. If users are unable to access the network for long periods of time, they could relocate to the operable site and resume business.

Project Metrics

The Contractor is responsible for the design, implementation and testing of the each SAN being installed at the Commission's Monterey Park and Santa Fe Springs data centers. The Statement of Work (SOW) delineated 6 phases for the completion of the project.

Impact If Proposal Is Not Approved

The short term impact of not approving the Purchase Agreement is that the Commission will experience operational inefficiencies related to storage management. A longer term impact of not approving the Purchase Agreement is that the Commission will not be able to implement a disaster recovery solution that will help preserve the Commission's critical data and software applications that are essential to its operation. The Commission will eventually not be able to avoid a disruption of service to the Commission's constituents in the event of a major disaster.

Alternatives Considered:

The EMC SANs equipment configuration is the most cost effective configuration of the alternatives considered. Other alternatives including Microsoft Active Directory replication were more complex and still relied upon SANS technology. The selected equipment is being purchased at a discounted cost by leveraging the California Multiple Award Schedule (CMAS).

Project Risks:

Risks for the SANs Project are minimal due to the use of industry standard hardware and software for the SANs project. The SANs project will not encounter any customized hardware or software during its installation and implementation.

Risk Mitigation Measures:

The Purchase Agreement provides a detailed itemization of the products and services being purchased and installed. The Commission is withholding the total Purchase Agreement sum and the Contractor will be paid only upon successful completion and acceptance of the SANs project.

Financial Analysis:

The total cost for the SANs project is \$394,405 and is comprised of the following:

Hardware and Software	\$257,443
Installation Services	\$88,240
Training Services	\$20,190
Prepaid Maintenance	\$28,532
Total	\$394,405

The funds will originate from the Commission general funds and need to be incorporated into the Commission's approved Fiscal Year 2004-2005 budget.

CIO Concerns:

None

CIO Recommendations:

My office recommends the approval of the proposed acquisition by the Board.

CIO APPROVAL

Date Received: April 25, 2005

Prepared by: _____

Date: May 6, 2005

Approved: _____

Date: May 6, 2005

**PURCHASE AGREEMENT BETWEEN
THE COMMUNITY DEVELOPMENT COMMISSION
OF THE COUNTY OF LOS ANGELES AND
STACK COMPUTER, INC.**

This Agreement is made and entered into this _____ day of _____, 2005, by and between the Community Development Commission of the County of Los Angeles, hereinafter referred to as "Commission", and Stack Computer, Inc., hereinafter referred to as "Contractor."

1. RECITALS

WHEREAS, Contractor desires to provide and County desires to acquire the installation, configuration and connection of fiber attached Storage Area Network (SAN) to designated Exchange, SQL, and application servers between the Santa Fe Springs and Monterey Park locations; and,

WHEREAS, Contractor desires to provide and County desires to acquire the installation, configuration and connection of Network Attached Storage (NAS) Gateway at the Monterey Park location for file and print services at both the Santa Fe Springs and Monterey Park locations; and,

WHEREAS, Contractor desires to provide and County desires to acquire the installation and configuration of Snap View and Mirror View software; and,

WHEREAS, Contractor desires to provide and County desires to acquire knowledge transfer and training for the above products; and,

WHEREAS, Contractor is recognized as a reseller of services and products manufactured by EMC Corporation, and;

NOW, THEREFORE, based on the foregoing Recitals and in consideration of the mutual covenants set forth herein, Commission and Contractor agree as follows:

TERMS AND CONDITIONS

2. TERM

This Agreement shall commence as of the day and year first above written and shall remain in full force and effect for twelve (12) months unless sooner terminated as provided herein.

3. **DEFINITIONS**

The terms and phrases in this Section 3 in bold and in quotation, shall have the meanings set forth below when used in this Agreement throughout and hereafter.

3.1 **Acceptance**

“Acceptance” means the Commission’s authorized and written approval of any task, subtask, deliverable, good, service, work, or other legal consideration provided by Contractor to Commission.

3.2 **Business Day(s); business day(s)**

“Business Day(s)” or **“business day(s)”**, whether used with initial capitalization or not, whether singular or plural, means Monday through Friday, excluding the Commission holidays.

3.3 **Commission**

“Commission” means the Community Development Commission of the County of Los Angeles.

3.4 **Contractor**

“Contractor” means Stack Computer, Inc.

3.5 **Contract Sum**

“Contract Sum” means the maximum monetary amount payable by the Commission to Contractor under this Agreement, as set forth in Section 7 (Compensation and Invoices).

3.6 **County**

“County” means the County of Los Angeles, California.

3.7 **Customer**

“Customer” means the Community Development Commission of the County of Los Angeles, California.

3.8 Day(s); day(s)

“**Day(s)**” or “**day(s)**”, whether used with initial capitalization or not, whether singular or plural, means calendar day(s) and not business days(s), unless otherwise expressly specified.

3.9 Deliverable(s); deliverables(s)

“**Deliverable(s)**” or “**deliverables(s)**,” whether used with initial capitalization or not, whether singular or plural, means any task, subtask, deliverable, good, service, work or other legal consideration provided or to be provided by Contractor under this Agreement, including without limitation those items identified in Attachment A (Statement of Work) and all of its Exhibits (A – F).

3.10 Documentation

“**Documentation**” means the formal printed-paper manuals and/or online versions that include descriptive materials and screen displays of all applicable screens and screen choices in the application software.

3.11 Effective Date

“**Effective Date**” has the meaning set forth in Section 2 (Term).

3.12 EMC²

“**EMC²**” means EMC Corporation.

3.13 Price

“**Price**” means the Contract Sum as specified in Section 7 (Compensation and Invoices).

3.14 Product

“**Product**” means hardware and/or services provided by EMC Corporation.

3.15 Software

“**Software**” means any computer program supplied under this Agreement, or which constitutes part of any product, on magnetic tape, disk, semiconductor device or other memory device, or product memory including hardwired logic instructions, microcode and documentation used to describe, maintain and use the programs.

3.16 State

“**State**” means the State of California.

3.17 System Configuration

“**System Configuration**” means the hardware peripherals, cabling, local/wide area network and other communication devices related to the physical installation.

3.18 Third Party Software

“**Third Party Software**” means any software not developed by Contractor.

4. ADMINISTRATION OF AGREEMENT – COMMISSION

4.1. Commission’s Project Manager

4.2. Commission’s Project Manager for this Agreement shall be the following person or his/her designee:

Name:	Art Kruaprasert, Network Supervisor
Address:	2 Coral Circle, Monterey Park, California 91755
Phone:	(323) 890-7106
Fax:	(323) 869-0907
Email:	artk@lacdc.org

5. CONTRACTOR’S RESPONSIBILITIES

Contractor agrees to perform in a professional manner, to the satisfaction of the Commission’s Executive Director, all the work described in the attached Statement of Work, Attachment A.

6. WARRANTY

Contractor warrants it shall provide all work and services under this Agreement in a professional and workmanlike manner, correctly and without defects, deficiencies, errors or omissions.

6.1. Contractor further warrants and represents that for the term of this Agreement:

6.1.1. All tasks, subtasks, deliverables, goods, services and other work provided

by Contractor pursuant to this Agreement shall be provided and/or performed in a timely and professional manner by qualified personnel.

- 6.1.2. All software or data analyses used by Contractor, if any, shall be available to the Commission during the term of this Agreement and for a period of five (5) years thereafter, provided that this warranty shall only apply to software or data analysis owned by or under the control of Contractor;
- 6.1.3. All documentation, if any, developed under this Agreement shall be complete and uniform in appearance:
- 6.1.4. Contractor shall not cause any unplanned interruption of the operations of, or accessibility to, Commission's system, or any component thereof, through any device, method, or means, including but not limited to any virus, lockup, time bomb, key lock, work, device, program, and/or disabling code.

7. COMPENSATION AND INVOICES

Contractor shall invoice the Commission for services rendered and upon receipt and approval of deliverables. The Commission will pay to the Contractor total compensation not to exceed three hundred and ninety-four thousand, four hundred and five dollars (\$394,405.00) within thirty (30) days of receipt of the invoice.

The Contractor shall be paid in accordance with the Commission's standard accounts payable system.

The following condition must be met to fulfill this Agreement and ensure prompt payment.

Contractor shall submit invoices to the following address, unless otherwise directed by the Commission:

Yui Cheng, Director
Financial Management Division
Community Development Commission
of the County of Los Angeles
2 Coral Circle
Monterey Park, CA 91755

Contractor will submit invoices to the Commission upon the receipt and acceptance of deliverables in accordance with Attachment A – "Statement of Work" and Attachment B – Fee Schedule by the Commission.

Contractor shall have no claim against the Commission for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after

the expiration or other termination of this Agreement. Should Contractor receive any such payment, it shall immediately notify the Commission and shall immediately repay all such funds to the Commission. Payment by the Commission for services rendered after expiration or termination of this Agreement shall not constitute a waiver of the Commission's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

8. SOURCES AND APPROPRIATION OF FUNDS

The Commission's obligation is payable only and solely from funds appropriated through the U.S. Department of Housing and Urban Development (HUD) and, for the purpose of this Agreement. All funds are appropriated every fiscal year beginning July 1.

In the event this Agreement extends into succeeding fiscal years and funds have not been appropriated, this Agreement will automatically terminate as of June 30 of the current fiscal year. The Commission will endeavor to notify the Contractor in writing within ten (10) days of receipt of non-appropriation notice.

9. CHANGE NOTICES AND AMENDMENTS

The Commission reserves the right to initiate Change Notices that do not affect the scope, term, Contract Sum or payments. All such changes shall be accomplished with an executed Change Notice signed by the Contractor and by the Executive Director.

9.1. For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Agreement, an Amendment shall be prepared and executed by the Executive Director following approval as to form by County Counsel.

9.2. The Commission or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of the Agreement. The Commission reserves the right to add and/or change such provisions as required by the Commission's Board of Supervisors. To implement such changes, an Amendment to the Agreement shall be prepared and executed by the Contractor and by the Executive Director following approval as to form by County Counsel.

10. TERMINATION FOR IMPROPER CONSIDERATION

The Commission may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Agreement, if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County office, employee or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment or extension of this Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Agreement. In the event of such

termination, the Commission shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

The Contractor shall immediately report any attempt by a Commission officer or employee to solicit such improper consideration. The report shall be made either to the Commission's Executive Director or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

11. TERMINATION FOR INSOLVENCY

The Commission may terminate this Agreement forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code:
 - The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
 - The appointment of a Receiver or Trustee for the Contractor; or
 - The execution by the Contractor of a general assignment for the benefit of creditors.

The rights and remedies of the County provided in this Section 11 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

12. TERMINATION FOR GRATUITIES

Commission may, by written notice to Contractor, terminate the right of Contractor to proceed under this Agreement upon (1) calendar day's notice, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any office, employee, or agent of the County or Commission with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing, of such contract. In the event of such termination, Commission shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

13. TERMINATION FOR DEFAULT

Commission may, by written notice to Contractor, terminate the whole or any part of this Agreement if:

- 13.1. Contractor has failed to comply with the provisions of this Agreement or has materially breached this Agreement; or
- 13.2. Contractor fails to timely provide and/or satisfactorily perform any deliverable as specified in Attachment A (Statement of Work) and its Exhibits; or
- 13.3. Contractor has breached the warranties set above in Section 6 (Warranty) and has not cured such breach by re-performance of the work or services within fifteen (15) calendar days; or
- 13.4. Contractor fails to demonstrate a high probability of timely fulfillment of the performance requirements under this Agreement, or of any obligations of this Agreement, and either case, fails to demonstrate convincing progress toward a cure within ten (10) days (or such longer period as Commission may authorize in writing by Commission's Project Manager) after receipt of the notice from Commission.
- 13.5. If, after Commission has given notice of termination under the provisions of this Section 13, it is determined by Commission that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 20 (Termination for Convenience).
- 13.6. The rights and remedies of Commission provided in this Section 13 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

14. SUCCESSOR AND ASSIGNMENT

This Agreement may not be assigned by the Contractor except with prior written consent of the Executive Director of the Commission, or his designee. However, the Commission reserves the right to assign this Agreement to another public agency without the consent of the Contractor.

15. CONFIDENTIALITY OF REPORTS

The Contractor shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the Commission.

16. **SUBCONTRACTING**

The Contractor may subcontract only those specific portions of work allowed in the original specifications covered by this Agreement with prior written approval by the Commission.

The Contractor shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval by the Commission.

17. **INSURANCE**

Contractor shall procure and maintain at Contractor's expense for the duration of this Agreement the following insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the work by the Contractor, its agents, representatives, employees or subcontractors.

- A. GENERAL LIABILITY INSURANCE (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

The Community Development Commission of the County of Los Angeles ("Commission"), the Housing Authority of the County of Los Angeles ("Housing Authority"), the County of Los Angeles ("County"), and their officials and employees, shall be covered as insured with respect to: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor.

- B. AUTOMOBILE LIABILITY INSURANCE (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each incident. Such insurance shall include coverage of all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".
- C. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY insurance providing worker's compensation benefits, as required by the Labor Code of the State of California.

In all cases, the above insurance also shall include Employer's Liability coverage with limits of not less than the following:

Each Accident	\$1,000,000
Disease-policy limit	\$1,000,000
Disease-each employee	\$1,000,000

D. PROFESSIONAL LIABILITY INSURANCE: In an amount of not less than \$1,000,000 aggregate combined single limit, unless requirement has been waived in writing. This extends coverage claim arising from negligent professional activities such as medical treatments, psychiatric or financial counseling, etc. These exposures are excluded under the general liability form. In cases where the activities or financial for the Operating Agency present no meaningful professional exposure, the Commission's Risk Management representatives may waive compliance with this Agreement provision upon written request.

Any self-insurance program and self-insured retention must be separately approved by the Commission.

Each insurance policy shall be endorsed to state that coverage shall not be canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the Commission.

Acceptable insurance coverage shall be placed with carriers admitted to write insurance in California or carriers with a rating of or equivalent to A: VIII by A.M. Best & Company. Any deviation from this rule shall require specific approval in writing by the Commission.

All coverage for subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the Commission.

Contractor shall furnish the Commission with certificates of insurance and with original endorsements affecting coverage as required above. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Failure on the part of the Contractor to procure or maintain insurance required by this Agreement shall constitute a material breach of contract upon which the Commission may immediately terminate this Agreement.

18. **INDEMNIFICATION**

Contractor shall indemnify, defend and hold harmless the Community Development Commission of the County of Los Angeles and the Housing Authority of the County of Los Angeles and their elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees),

arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

18.1 LIMITATION OF LIABILITY

The remedies specified in Section 6 (Warranty) is the sole and exclusive remedies provided for breach of the warranties herein.

The Commission and Contractor agree that, with respect to other claims under this Agreement, neither party's liability for the actions arising out of or relating to this Agreement shall exceed the fees paid under the Agreement. Notwithstanding the foregoing, the provisions of this Section 18.1 do not apply to any fraud, willful, intentional or grossly negligent misconduct of any nature by a party or (ii) any event giving rise to Contractor's obligations under Section 18 (Indemnification), or (iii) any claims relating to a violation of a party's intellectual property rights.

In no event shall either party be liable, under any cause of action of any kind arising out of or related to this Agreement, for any indirect, incidental, consequential, punitive or other special damages (including lost profits), even if a party has been advised of the possibility of such damages.

19. COMMISSION'S QUALITY ASSURANCE PLAN

The Commission will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Agreement terms and performance standards. Contractor deficiencies, which Commission determines are severe or continuing and that may place performance of the Agreement in jeopardy, if not corrected, will be reported to the Board of Commissioners. The report will include improvement/corrective action measures taken by the Commission and Contractor. If improvement does not occur consistent with the corrective measure, the Commission may terminate this Agreement, pursuant to Section 20 or 21, or impose other remedies as specified in this Agreement.

20. TERMINATION FOR CONVENIENCE

The Commission reserves the right to cancel this Agreement for any reason at all upon thirty (30) days prior written notice to Contractor. In the event of such termination, Contractor shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation if any, shall be adjusted in such termination.

21. TERMINATION FOR CAUSE

This Agreement may be terminated by the Commission upon written notice to the Contractor for just cause (failure to perform satisfactorily) with no penalties incurred by

the Commission upon termination or upon the occurrence of any of the following events in A, B, C or D:

- A. Should the Contractor fail to perform all or any portion of the work required to be performed hereunder in a timely and professional manner or properly carry out the provisions of this Agreement in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Contractor, and should the Contractor neglect or refuse to provide a means for satisfactory compliance with this Agreement and with the direction of the Commission within the time specified in such notice, the Commission shall have the power to suspend or terminate the operations of the Contractor in whole or in part.
- B. Should the Contractor fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this Agreement, or if the work to be done under this Agreement is abandoned for more than three days by the Contractor, then notice of deficiency thereof in writing will be served upon Contractor by the Commission. Should the Contractor fail to comply with the terms of this Agreement within five (5) days, upon receipt of said written notice of deficiency, the Executive Director of Commission shall have the power to suspend or terminate the operations of the Contractor in whole or in part.
- C. In the event that a petition of bankruptcy shall be filed by or against the Contractor.
- D. If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, the obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the Commission shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Agreement shall, at the option of the Commission become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

22. CONTRACTOR'S WARRANTY OF ADHERENCE TO THE COMMISSION'S CHILD SUPPORT COMPLIANCE PROGRAM

Contractor acknowledges that the Commission has established a goal of ensuring that all individuals who benefit financially from the Commission through an Agreement are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the taxpayers of the County of Los Angeles.

As required by the Commission's Child Support Compliance Program and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall, during the term of this Agreement, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or CSSD Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

23. TERMINATION FOR BREACH OF WARRANTY TO COMPLY WITH THE COMMISSION'S COMPLIANCE PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Section 22, "*CONTRACTOR'S WARRANTY OF ADHERENCE TO THE COMMISSION'S CHILD SUPPORT COMPLIANCE PROGRAM*" shall constitute default under this Agreement. Without limiting the rights and remedies available to the Commission under any other provision of this Agreement, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the Commission may terminate this Agreement pursuant to Section 21 - "TERMINATION FOR CAUSE" and pursue debarment of Contractor, pursuant to the Commission's Policy.

24. POST MOST WANTED DELINQUENT PARENTS LIST

Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's and Commission's policy to strongly encourage all Contractors to voluntarily post an entitled "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. The Child Support Services Department (CSSD) will supply Contractor with the poster to be used.

25. INDEPENDENT CONTRACTOR

This Agreement does not, is not intended to, nor shall it be construed to create the relationship of agent, employee or joint venture between the Commission and the Contractor.

26. EMPLOYEES OF CONTRACTOR

Workers' Compensation: Contractor understands and agrees that all persons furnishing services to the Commission pursuant to this Agreement are, for the purposes of Workers' Compensation liability, employees solely of the Contractor. Contractor shall bear sole responsibility and liability for providing Workers' Compensation benefits to any person for injuries arising from an accident connected with services provided to the Commission under this Agreement.

Professional Conduct: The Commission does not and will not condone any acts, gestures, comments or conduct from the Contractor's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activities or behavior that might be construed as harassment. The Commission will properly investigate all charges of harassment by residents, employees or agents of the Commission against any and all Contractor's employees, agents or subcontractors providing services for the Commission. The Contractor assumes all liability for the actions of the Contractor's employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Contractor.

27. DRUG-FREE WORKPLACE ACT OF THE STATE OF CALIFORNIA

Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990.

28. SAFETY STANDARDS AND ACCIDENT PREVENTION

The Contractor shall comply with all applicable federal, state and local laws governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions, as its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Agreement.

29. WARRANTY AGAINST CONTINGENT FEES

The Contract warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

30. COMPLIANCE WITH LAWS

The Contractor agrees to be bound by all applicable federal, state and local laws, regulations, and directives as they pertain to the performance of this Agreement, including but not limited to, the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 CFR Part 85, and the Americans with Disabilities Act of 1990. If the compensation under this Agreement is in excess of \$100,000 then Contractor shall comply with

applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 18579h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

The Contractor must obtain and present all relevant state and local insurance, training and licensing pursuant to services required within this Agreement.

Contractor shall comply with the following laws in Sections 30-41, inclusive, and 49-50.

31. CIVIL RIGHTS ACT OF 1964, TITLE VI (NON-DISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS)

Contractor shall comply with the Civil Rights Act of 1964 Title VI which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

32. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

Contractor shall comply with Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

33. AGE DISCRIMINATION ACT OF 1975 AND SECTION 504 OF THE REHABILITATION ACT OF 1973

Contractor shall comply with the Age Discrimination Act of 1975 and section 504 of the Rehabilitation Act of 1973, which require that no person in the United States shall be excluded from participating in, denied the benefits of, or subject to discrimination under this Agreement on the basis of age or with respect to an otherwise qualified disabled individual.

34. EXECUTIVE ORDER 11246 AND 11375, EQUAL OPPORTUNITY IN EMPLOYMENT (NON-DISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS)

Contractor shall comply with Executive Order 11246 and 11375, Equal Opportunity in Employment which requires that during the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of

compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will send to each labor union or representative of workers with which he has a collective bargaining Agreement or other contract or understanding, a notice to be provided by the agency of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by the Executive Order and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Commission and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of Contractor's noncompliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the provisions of these sections in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such actions with respect to any subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

35. GREATER AVENUES FOR INDEPENDENCE (GAIN) PROGRAM AND GENERAL RELIEF OPPORTUNITY FOR WORK (GROW) PROGRAM

Should the Contractor require additional or replacement personnel during the term of this Agreement, the Contractor shall give consideration for any such employment

openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. The Contractor shall contact the County's GAIN/GROW Division at (626) 927-5354 for a list of GAIN/GROW participants by job category.

36. FEDERAL LOBBYIST REQUIREMENTS

The Contractor is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative Agreement, and any extension, continuation, renewal, amendment or modification of said documents.

The Contractor must certify in writing on the Federal Lobbyist Requirements Certification form that they are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the Contractor will comply with the Lobbyist Requirements.

Failure on the part of the Contractor or persons/subcontractors acting on behalf of the Contractor to fully comply with the Federal Lobbyist Requirements may be subject to civil penalties.

37. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

38. USE OF RECYCLED-CONTENT PAPER PRODUCTS

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on the Project.

39. CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the policy of the Commission to conduct business only with responsible contractors.

- B. The Contractor is hereby notified that if the Commission acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding on County, Commission or Housing Authority contracts for a specified period of time not to exceed 3 years, and terminate any or all existing contracts the Contractor may have with the County, the Commission or the Housing Authority.
- C. The Commission may debar a contractor if the Board of Commissioners finds, in its discretion, that the contractor has done any of the following: (1) violated any term of a Agreement with the County, the Commission, (2) committed any act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a Agreement with the County, the Commission or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County, the Commission or the Housing Authority or any other public entity.
- D. If there is evidence that the Contractor may be subject to debarment, the Commission will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.
- F. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- G. These terms shall also apply to [subcontractors/subconsultants] of County, Commission or Housing Authority contractors.

40. COMPLIANCE WITH JURY SERVICE PROGRAM

- 1. Unless Contractor has demonstrated to the Commission's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program or that Contractor qualifies for an exception to the Jury Service Program Contractor shall have and adhere to a written policy that provides that its Employees shall

receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has an Agreement with the Commission or a subcontract with a Commission contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the Commission, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the Commission under the Agreement, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify the Commission if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The Commission may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this Section of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, the Commission may, in its sole discretion, terminate the Agreement and/or bar Contractor from the award of future the Commission contracts for a period of time consistent with the seriousness of the breach.

41. ACCESS AND RETENTION OF RECORDS

Contractor shall provide access to the Commission, the Federal Grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to

this Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

The Contractor is required to retain the aforementioned records for a period of five years after the Commission pays final payment and other pending matters are closed under this Agreement.

42. CONFLICT OF INTEREST

The Contractor represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Agreement, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one (1%) percent or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the Commission. Upon execution of this Agreement and during its term, as appropriate, the Contractor shall, disclose in writing to the Commission any other contract or employment during the term of this Agreement by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the Commission's interest and the interests of the third parties.

43. SEVERABILITY

In the event that any provision herein contained is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

44. INTERPRETATION

No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Agreement is to be construed as if drafted by both parties hereto.

45. WAIVER

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.

46. PATENT RIGHTS

The Commission will hold all the patent rights with respect to any discovery or invention, which arises or is developed in the course of, or under this Agreement.

47. COPYRIGHT

No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor. All such documents become the property of the Commission and the Commission holds all the rights to said data.

48. NOTICES

Commission shall provide Contractor with notice of any injury or damage arising from or connected with services rendered pursuant to this Agreement to the extent that Commission has actual knowledge of such injury or damage. Commission shall provide such notice within ten (10) days of receiving actual knowledge of such injury or damage.

Notices provided for in this Agreement shall be in writing and shall be addressed to the person intended to receive the same, at the following address:

The Commission: Mr. Yui Cheng, Director
 Financial Management Division
 Community Development Commission of the
 County of Los Angeles
 2 Coral Circle
 Monterey Park, CA 91755

The Contractor: Shannon Black
 Stack Computer, Inc.
 1642 Kaiser Avenue
 Irvine, CA 92614

Notices addressed as above provided shall be deemed delivered three (3) business days after mailed by U.S. Mail or when delivered in person with written acknowledgement of the receipt thereof. The Contractor and the Commission may designate a different address or addresses for notices to be sent by giving written notice of such change of address to all other parties entitled to receive notice.

49. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Attachment A* –

Required Contract Notices of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

50. CONTRACTOR'S ACKNOWLEDGMENT OF COMMISSION'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the Commission places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the Commission's policy to encourage all Commission Contractors to voluntarily post the Commission's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The Department of Children and Family Services of the County of Los Angeles will supply the Contractor with the poster to be used.

51. ENTIRE AGREEMENT

This Agreement with Attachments A through D constitutes the entire understanding and agreement of the parties. This Agreement includes the following attachments:

- Attachment A – Statement of Work
- Exhibit A – Deliverables Schedule for Services
- Exhibit B – Connectix Switch 8-Host QuickStartES
- Exhibit C – EMC Celerra Gateway Four-Host SAN QuickStartES
- Exhibit D – EMC SnapView QuickStart
- Exhibit E – EMC Replication Manager/SE QuickStartES
- Exhibit F – EMC MirrorView QuickStart
- Attachment B – Fee Schedule
- Attachment C – Required Contract Forms
- Attachment D – Required Contract Notices

SIGNATURES

IN WITNESS WHEREOF, the Contractor and the Commission have executed this Agreement through their duly authorized officers this _____ day of _____, 2005.

COMMUNITY DEVELOPMENT COMMISSION
OF THE COUNTY OF LOS ANGELES

STACK COMPUTER, INC.

By _____
Executive Director

By _____
Title _____

APPROVED AS TO FORM:
Raymond G. Fortner
County Counsel

APPROVED AS TO PROGRAM:
FINANCIAL MANAGEMENT DIVISION

By _____
Deputy

By _____
Yui Cheng
Director

Attachment A – Statement of Work

Overview

The Contractor is to provide and install EMC Storage Area Network (SAN) storage units in data centers at the Santa Fe Springs and Monterey Park locations. A rack disk storage unit is to be installed at the Monterey Park data center to house the disk storage and fiber channel switch. The Santa Fe Springs data center has sufficient rack storage to house the fiber channel switch. The fiber channel switch hardware is to provide connectivity from the specified servers to the disk storage provided at each location.

Each SAN shall total 3.8 TB of available storage. One of the SAN storage units will be connected to the Monterey Park server and the other SAN storage unit will be connected to the Santa Fe Springs server. Descriptions of the two servers are as follows:

Monterey Park Data Center:

- *High Availability:* Exchange, SQL (Peoplesoft HRMS/ Financial and .NET);
- *Normal Availability:* Application servers (Imaging), SQL (Tracker, CAPER, Websense, MISC) and File and Print services.

Santa Fe Springs Data Center:

- *High Availability:* Exchange, SQL (Imaging, New ECS), Application (ECS);
- *Normal Availability:* SQL, File and Print services.

Each SAN is to be configured to accept data from the aforementioned servers. The Network Attached Storage (NAS) gateway component of the SANs equipment is to be installed at Monterey Park data center and configured to accept data from Santa Fe Springs and Monterey Park file servers.

The Snap shot backups are to be installed and tested at both data center locations, and data should capable of been backed up and restored locally via the Snap Shot application.

The Mirror View Replication is to be installed and tested at both data center locations.

The Contractor will conduct tests to ensure that data is replicated asynchronously from Santa Fe Springs to Monterey Park and from Monterey Park to Santa Fe Springs over the Wide Area Network (WAN) throughout the day, ensuring data is available for restoration at each location in the event one of the buildings becomes inaccessible.

Knowledge transfer will be scheduled to take place between EMC engineers and Commission's network staff, which includes but not limited to documentation, diagrams and basic administration skills which will allow staff to configure the installed equipment.

The Contractor is not responsible for migrating any of the application software and the restoration of data. The Contractor, however, is responsible for preparing and configuring the SANs environment such that the SANs environment is ready for the Commission to achieve its disaster recovery objectives, including the replication of data across the WAN, migration of application software and the restoration of data.

Phase 1

A kick-off meeting will be scheduled to discuss what servers are to be connected to each SAN, and the distribution of equipment between the two sites. In addition, the SANs are to be configured based on the specified storage available per server. Please refer to Exhibit B – EMC Connectrix Switch 8-Host Quick StartES.

Phase 2

The Contractor will install PowerPath software on servers at each location that are noted in the Attachment A Overview above as High Availability to create redundant connection to the storage disk in the event one connection fails. Please refer to Exhibit C – EMC Celerra Gateway Four-Host SAN QuickStartES.

Phase 3

The Contractor will install Snapview software on the SANs to take a snapshot of data that resides on the SAN; and the data should be stored on separate disk allocated on the SAN. The Contractor will conduct tests to ensure the Snapview application is capturing the correct data and storing the data in the correct location on the SAN. Please refer to Exhibit D – EMC SnapView QuickStart.

Phase 4

The Contractor will install the Replication Manager Central Console software on one production server to create a Central Manager Console to ensure snap shot capability on the SANs. The Contractor will conduct tests to ensure that the snapshots can be accepted and executed when specified. Please refer to Exhibit E – EMC Replication Manager/SE QuickStart ES.

Phase 5

The Contractor will install Mirror View software on the two SANs to replicate data across the WAN between the two sites. The Contractor will conduct tests to ensure e data replication can take place. Please refer to Exhibit F – EMC Mirror View QuickStart.

Phase 6

The NAS gateway will be installed in the rack storage unit and configured to accept file and print data from the file servers, and accept connections from the client workstations. The Contractor will conduct tests to ensure connectivity from servers and workstations; and connectivity from the two SANs to NAS gateway to ensure snapshots are taken also. Please refer to Exhibit C.

Exhibit A – Deliverables Schedule for Services

Project Phase	Phase Description	Est. Hours	EMC Part Number	Cost	Deliverables
Phase 0	Discovery and project initiation	32	N/A	\$0	Project plan
Phase 1	SAN design and installation	96	PS-EXP-EDS	\$30,000	SAN Configuration Guide Completed Test & Acceptance plan Functional overview session Operational environment
Phase 2	PowerPath installation and testing	11	PS-BAS-PP4	\$3,435	Operational PowerPath environment Completed Test & Acceptance plan Functional overview session
Phase 3	SnapView installation and testing	9	PS-BAS-SPV	\$2,790	Operational SnapView environment with snapping of at least one LUN Functional overview session
Phase 4	RM/SE installation and testing	17	PS-EXP-ERMCL	\$5,350	Operational SnapView environment RM/SE Configuration Guide Completed Test & Acceptance plan Functional overview session
Phase 5	MirrorView replication	16	PS-BAS-MVW	\$5,050	Operational MirrorView environment where Coral replicates to SFS MirrorView Configuration Guide Completed Test & Acceptance plan Functional overview session Operational NAS environment
Phase 6	Implementation of NAS gateway	80	PS-EXP-NSG4H	\$18,500	Completed Celerra Workbook for Planning and Design Completed Test & Acceptance plan Functional overview session

Coral Phase

SFS Phase	Phase 1	SAN design and installation	40	PS-EXP-DSC	\$11,840	SAN Configuration Guide Completed Test & Acceptance plan Functional overview session Operational environment Operational PowerPath environment Completed Test & Acceptance plan Functional overview session Operational SnapView environment with Snapping of at least one LUN Functional overview session Operational MirrorView environment where SFS replicates to Coral
	Phase 2	PowerPath installation and testing	11	PS-BAS-PP4	\$3,435	MirrorView Configuration Guide Completed Test & Acceptance plan Functional overview session
	Phase 3	SnapView installation and testing	9	PS-BAS-SPV	\$2,790	Training at an EMC location Training at an EMC location
	Phase 4	MirrorView replication	16	PS-BAS-MVW	\$5,050	Web-based and training at an EMC location Web-based and training at an EMC location
	Training	Five days of classroom training	40	CEPASPT05	\$4,750	
		Five days of classroom training	40	CEPASPT05	\$4,750	
		SAN Training Value Pack	56	CE-VALPAK-SAN	\$4,750	
		NAS Training Value Pack	61	CE-VALPAK-NS	\$5,940	
			534		\$108,430	

Exhibit B – EMC Connectrix Switch 8-Host QuickStart ES

EMC Technology Solutions Service Brief		EMC ² where information lives
EMC Connectrix Switch 8-Host QuickStartES		
Estimate Engagement Length:	Up to 12 Days	Model Number: PS-EXP-EDS

PROJECT OVERVIEW AND SCOPE

This EMC Corporation *Service Brief* details the *EMC Connectrix Switch 8-Host QuickStartES* installation and configuration. This service offering option provides the Customer with a reliable method to properly implement a storage area network (SAN) environment based on Enterprise Directors or Departmental Switches and an EMC Storage Array.

This service offering:

- Assures SAN operation by optimally configuring and customizing the solution to work within a specific customer environment
- Provides maximum gain in performance, reliability and scalability from the new SAN
- Allows for rapid implementation by defining and developing a comprehensive implementation plan and timetable

The *Connectrix Switch 8-Host QuickStartES* requires the Customer's selected hosts be prepared for Enterprise Director or Departmental Switch and Storage Array installation prior to implementation. Experienced EMC Technology Solutions* personnel or authorized agents work closely with Customer staff and perform the following:

- Meet with the Customer to ensure environment and operational implementation requirements (hardware, software, and infrastructure) are met, and provide the Customer with a list of needed/beneficial updates
- Plan and schedule the engagement's installation and configuration tasks
- Perform the *EMC Connectrix Switch 8-Host QuickStartES* within the Customer's environment as defined in this *Service Brief*
- Install/configure required *EMC Connectrix Switch 8-Host QuickStartES* resources as defined in this *Service Brief*
 - A maximum of two Enterprise Directors or Departmental Switches (or a combination of the two types) with single Fabric design using any Connectrix Directors/Switches with up to 256 ports.
 - A maximum of eight hosts using a common Operating System with a maximum of two HBAs per host.
 - One EMC Storage System/Array.
 - Implementation of a maximum of 25 switch ports total (for both directors/switches) for host, storage, and ISL connectivity.

* EMC Technology Solutions is a business unit of EMC Corporation.



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EMC Connectrix Switch 8-Host QuickStartES

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04/04/30

- If an MDS series switch is used in the configuration, a maximum of one VSAN (default VSAN #1).

Note: If your Customer wants to use multiple VSANs, please quote the planning and effort time separately under the custom service model number PS-CUS-SAN.

- Single site, multiple visits with implementation in consecutive project days during normal business hours.
 - Verify installation and/or configuration results
 - Review the *EMC Connectrix Switch S-Host QuickStartES* acceptance requirements with Customer-assigned resource(s)
 - Provide the applicable *EMC Connectrix Switch S-Host QuickStartES* documentation to the Customer including the *SAN Configuration Guide* and *Service Brief*
 - Conduct a basic product *Functional Overview* to familiarize the Customer with *EMC Connectrix Switch S-Host QuickStartES* delivered, demonstrating the normal operations as installed in the Customer's environment
- Note:** This *Functional Overview* relates to the Customer's storage environment and is not a substitute for the formal EMC product Customer Education courses available. EMC strongly encourages attendance at Customer Education classes to gain further insight into the product architecture and its integration.

ADDITIONAL SCOPE DETAILS

EMC uses the following three phases to manage this project.

Phase I – Planning and Design

During the *Planning and Design* phase, EMC:

- Conducts meetings as necessary, gathering information needed to validate the environment with the pre-defined configuration.
- Identifies the Subject Matter Experts and Storage System Administrator resources and availability.
- Determines the exact number of switches and hosts to include in the SAN configuration. Once defined, changes to these quantities are not allowed.
- Updates the *SAN Configuration Guide* based on the pre-defined configuration.
- Reviews with the Customer the Customer's proposed *Site Planning Workbook* including the detailed architecture, to obtain Customer acceptance and sign-off.
- Reviews the proposed *Test and Acceptance Plan* for completeness and obtains Customer sign-off to indicate approval by the Customer and the EMC Implementation Team.

Phase II – Implementation and Testing

During the *Implementation and Testing* phase, EMC:

- Implements the EMC Storage Systems in the customer's data center.
- Implements one or two Connectrix Switches and Zoning configuration.
- Configures the attached storage to allocate storage volumes to the hosts as defined in the *SAN Configuration Guide*.
- Conducts tests in accordance with the developed *Test and Acceptance Plan* to determine all tasks performed are successfully completed and the implementation is successful.

Phase III – Documentation, Functional Overview, and Acceptance

During the *Documentation, Functional Overview, and Acceptance* phase, EMC:

- Reviews and updates the *SAN Configuration Guide* and supplies it to the Customer.
- Reviews the *Test and Acceptance Plan* for completeness, and ensures it is properly signed-off and approved by the Customer and the EMC Implementation Team. This review is considered the basic *Functional Overview* to familiarize the Customer's staff with the EMC Storage Array and Connectrix Switches in their storage environment.
Note: The *Functional Overview* focuses on the installed product(s) as they relate to the specific Customer's storage environment, and are not a substitute for the formal EMC product Customer Education courses available. EMC Corporation strongly encourages customers to attend customer education classes to gain further insight into the product capabilities and management.
- Recommends EMC Customer Training courses as applicable.

DELIVERABLES

- One EMC Storage system implementation based on a storage configuration of a maximum of eight customer-provided hosts attached to the SAN.
- One or two EMC Connectrix Switches implemented and zoned.
- *SAN Configuration Guide* documenting the implementation
- Completed *Test and Acceptance Plan*
- *Functional Overview* session through demonstration of the *Connectrix Switch S-Host QuickStartES* system capabilities
- An operational *EMC Connectrix Switch S-Host QuickStartES* environment as defined in the *Project Overview* and *Project Scope* paragraphs above

EMC STAFFING

EMC Technology Solutions personnel or authorized agents provide appropriate personnel to perform the tasks listed above.

CUSTOMER RESPONSIBILITIES

- Provide at least one technical contact with system administration responsibilities and appropriate system/information access privileges to perform this service.
- Make appropriate system maintenance window(s) available for EMC (or authorized agents) as needed to prepare equipment.
- Ensure all environment and operational requirements are met prior to implementation.
- Provide access to the Customer's systems and networks as necessary to perform the services during normal business hours, or at mutually agreed timeframes.
- Provide support from technical support teams for all vendors and third parties as necessary.
- Assume all responsibility for network connectivity, performance, and configuration issues.
- Verify the equipment location (work site) is prepared to perform the engagement services.

ENGAGEMENT DURATION

- The anticipated engagement start date is within two (2) weeks or an agreed upon start date after receipt and approval by EMC Corporation of the Customer's purchase order for this engagement.
- EMC expects to complete this engagement within 12 days after the actual start date (based on performance on consecutive days during EMC's normal business hours). Unless otherwise specified or agreed by EMC, service is performed on consecutive days.

ENGAGEMENT SCOPE**EXCLUSIONS/CHANGES**

Any additions or changes to Engagement Scope must be stated in a separate EMC Corporation *Statement of Work* detailing the changes, and the impact on pricing, and timeframes. Such changes include, but are not limited to:

- Any additional hardware configuration not listed in this document.
- Modification of the Customer's application software.
- Development of custom solutions including scripting.
- Multiple, Basic Installation Services requiring Project Management services.

FIXED BID ENGAGEMENT FEE AND**INVOICING SCHEDULE**

- The engagement is delivered on consecutive days during normal business hours (8:00AM–6:00PM local time, M–F, excluding local holidays).
- Invoices are issued upon EMC's receipt and approval of the Customer's purchase order.
- Customer authorizes EMC to invoice for and shall pay additional amounts related to performance outside normal business hours or consecutive days, and reimbursement of travel-related expenses.



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EMC Connectrix Switch S-Host QuickStartES

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Exhibit C – EMC Celerra Gateway Four-Host SAN QuickStartES

EMC Technology Solutions Service Brief (MI)		EMC ² where information lives
EMC Celerra Gateway Four-Host SAN QuickStartES		
Estimate Engagement Length:	Up to Ten Days	Model Number: PS-EXP-NSG4H

Project Overview

This EMC® *Service Brief* details the *EMC Celerra® Gateway Four-Host SAN QuickstartES*. Using CLARiiON®-based Storage, the service focuses on installing, configuring, and integrating the Celerra NAS Gateway and four Open Operating System Hosts into a Storage Area Network (SAN). EMC concentrates on designing and delivering a highly available SAN/NAS solution, using:

- A Celerra NS600GS/NS600G or NS700GS/NS700GS
- EMC NAS control software
- Navisphere™ Configuration Software
- PowerPath® Automated Path Management Software
- One or two Fibre Channel departmental switches
- A single CLARiiON® CX600/CX700 Disk Processor Enclosure (DPE) with one or more CLARiiON Katana Disk Array Enclosures (DAE)
- Optional Disk Array Enclosure(s) (DAE2) for ATA disks.

Project Scope

Experienced EMC Technology Solutions* personnel or authorized agents work closely with Customer staff and perform this engagement. This planning and implementation service is limited to new installations only. It is delivered to a single location for ten consecutive standard business days/hours, and includes the following configuration:

- One CLARiiON Storage Array.
- One or two Departmental Switches.
- One Celerra NAS Gateway (direct or fabric connected).
- A maximum of four hosts using an Open Operating System with a maximum of two host bus adapter (HBA) ports per host.

Note: Hosts must boot from internal hard disks (non-SAN booting) and the Customer must load the Host Operating System prior to the EMC implementation. The Customer must also install the HBA drivers at the EMC recommended version level.

- PowerPath installation on a maximum of four hosts (when licensed by the customer)
- Final fibre connectivity to hosts and switches.

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EMC Celerra Gateway Four-Host SAN QuickStartES

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Note: Customer-provided or EMC-purchased Fibre Channel cables must be available prior to implementation.

- A maximum configuration of eight LUNs per RAID Group for SAN installation.
- A maximum configuration of eight LUNs assigned per SAN host.
- SAN and NAS design based on the *Workbook for Planning and Design*.
- Final Navisphere Manager Agent configuration and AccessLogix configuration for LUN mapping.
- Maximum configuration of up to six Ethernet Network interfaces for the primary Data Mover, and one network interface for the Control Station.

Note: A maximum of six additional physical Ethernet interfaces may be necessary for the standby Data Mover. The Customer must provide the Ethernet cables.

- NAS storage configuration of:
 - One required 4+1 RAID5 RAID Group for the NAS control LUNs
 - A choice of 4+1 RAID5, 8+1 RAID5, or RAID1 RAID Groups for all Fibre Channel based NAS storage components
 - 6+1 RAID5 RAID Groups only for any ATA NAS storage components.
 - A maximum of eight LUNs per RAID Group
- Configure up to 12 file systems using the Celerra Manager.
- Implement internal Usermapper on a single Data Mover (when configuring CIFS).
- Configure up to 12 NFS exports using the Celerra Manager, or 12 CIFS shares using Windows 2000/2003 or NT 4.0 Tools.
- Integrate into one Authentication protocol (NIS, AD, or NTLM [NT 4.0]).
- Configure one file access protocol (NFS or CIFS). Implement up to six Celerra CIFS servers validated within a single Windows Domain (Windows 2000/2003 or NT 4.0), if necessary.

Note: All servers must be newly created servers; we do not migrate data from existing servers.

- Configure the Name Resolution Protocol for the Data Mover and Control Station (DNS and/or WINS, as required).
- Configure the SnapSure checkpoints and Celerra Manager-base scheduling for a maximum of 12 file systems (if licensed).
- Enable Quotas for up to 12 file systems or 12 directory trees (NFS only).

Note: CIFS quotas are to be handled by the Customer through the standard Microsoft Windows-based tools.

- Configure a manual or network Backup Solution.
- Implement single backup solution (manual or network). The backup solution will provide basic functionality for the backup and restore capabilities for one host on each platform in the storage infrastructure. The backup solution will also encompass the NAS backup and restore testing. The customer is responsible for administrating all host activities within their infrastructure. The customer must provide tape units or TLU, cabling, and licensed software, as the solution requires.
- Implement File System Full Notification.
- Install the Customer-provided network cabling.



- Implement default HA configuration for Primary and Standby Data Movers (for NS600G/NS700G only; does not apply to NS600GS/NS700GS gateway models).
- Completed *Test and Acceptance Plan*.
- Basic Implementation Functional Overview.

Note: Implementation to be completed for all SAN hosts and the NAS Gateway during initial implementation. Delayed host implementation is not available with this service.

Exhibit D – EMC SnapView QuickStart

EMC Technology Solutions Service Brief

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EMC SnapView QuickStart

Estimate Engagement Length: Up to 9 HoursModel Number: PS-BAS-SPV

PROJECT OVERVIEW

This EMC[®] Corporation *Service Brief* details the *EMC SnapView™ QuickStart*. This engagement is ideal for Customers requiring standard installation assistance prior to extending and integrating *SnapView* into their CLARiiON[®] storage environment.

PROJECT SCOPE

Experienced EMC Technology Solutions* personnel or authorized agents work closely with customer staff to perform the engagement. This implementation requires the Customer's CLARiiON Storage Array system and selected host server be prepared for *SnapView* installation *prior* to EMC engagement. Experienced EMC personnel, or authorized agents, perform the following implementation tasks:

- Meet with the Customer to ensure environment and operational implementation requirements (hardware, software, and infrastructure) are met, and provide the Customer with a list of needed/beneficial updates.
- Plan and schedule the engagement's installation and configuration tasks.
- Install EMC CLARiiON *SnapView* within the Customer's environment as defined in this *Service Brief*.
- Configure required EMC *SnapView QuickStart* resources as defined in this *Service Brief*.
 - Verify Navisphere[®] Management installation environment.
 - Verify CLARiiON Storage Array is connected to a host server.
 - Verify installation and/or configuration results on Hosts (maximum of two – source and mount host).
 - Verify creation of Clones & Snapshots accessible by the mount host (max: 10 total).
- Review the EMC *SnapView QuickStart* acceptance requirements with Customer-assigned resource(s).
- Provide the applicable EMC *SnapView QuickStart Service Brief* documentation to the Customer as provided within the service offering.
- Conduct a basic product *Functional Overview* to familiarize the Customer with *EMC SnapView QuickStart* installation and configuration delivered, demonstrating the normal operations as installed in the customer's environment.

Note: Such *Functional Overview* relates to the customer's storage environment and is not a substitute for the formal EMC product Customer Education courses available. EMC strongly encourages attendance at Customer Education classes to gain further insight into the product architecture and its integration.

* EMC Technology Solutions is a business unit of EMC Corporation.

DELIVERABLES

The following EMC *SnapView QuickStart* deliverables are provided:

- Product Functional Overview session through demonstration of the EMC *SnapView* system capabilities.
- An operational EMC *SnapView* environment as defined in the *Project Overview* and *Scope* paragraph above.

EMC STAFFING

EMC Technology Solutions personnel provide appropriate personnel to perform the tasks listed above.

CUSTOMER RESPONSIBILITIES

- Provide at least one technical contact with system administration responsibilities and appropriate system/information access privileges to perform this service.
- Make appropriate system maintenance window(s) available for EMC as needed to prepare equipment.
- Ensure all environment and operational requirements are met prior to implementation.
- Provide access to the customer's systems and networks as necessary to perform the services during normal business hours, or at mutually agreed timeframes.
- Provide support from technical support teams for all vendors and third parties as necessary.
- Assume all responsibility for network connectivity, performance, and configuration issues.
- Verify the equipment location (work site) is prepared to perform the engagement services.

ENGAGEMENT DURATION

- The anticipated engagement start date is within two (2) weeks or an agreed upon start date after receipt and approval by EMC Corporation of the customer's purchase order for this engagement.
- EMC expects to complete this engagement within 9 hours after the actual start date (based on performance on consecutive days during EMC's normal business hours). Unless otherwise specified or agreed by EMC, service is performed on consecutive days.

ENGAGEMENT SCOPE

EXCLUSIONS/CHANGES

Any additions or changes to Engagement Scope must be stated in a separate EMC Corporation *Statement of Work* detailing the changes, and the impact on pricing, and timeframes. Such changes include, but are not limited to:

- Any additional hardware configuration not listed in this document.
- Modification of the customer's application software.
- Development of custom solutions including scripting.
- Multiple, basic installation services requiring Project Management services.

FIXED BID ENGAGEMENT FEE AND INVOICING SCHEDULE

- The engagement is delivered on consecutive days during normal business hours (8:00AM-6:00PM local time, M-F, excluding local holidays).
- Invoices are issued upon EMC's receipt and approval of the customer's purchase order.
- Customer authorizes EMC to invoice for and shall pay additional amounts related to performance outside normal business hours or consecutive days, and reimbursement of travel-related expenses.

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EMC *SnapView QuickStart*

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Service Name: EMC PowerPath QuickStart – 4 Host Implementation
Model Number: PS-BAS-PP4 **Estimated Engagement Length:** Up to 11 Hours

Project Overview

This *Service Brief* details *EMC PowerPath QuickStart – 4 Host Implementation*. This service offering installs and configures *EMC PowerPath* (PowerPath) to operate between a host server and an EMC Symmetrix or CLARiON Storage system. PowerPath provides load-balancing and multiple path redundancy/failover on a Customer's host.

Project Scope

Experienced EMC personnel, or authorized agents, perform the following implementation tasks:

- Meet with the Customer to ensure environment and operational implementation requirements (hardware, software, and infrastructure) are met, and provide the Customer with a list of needed/beneficial updates.
- Plan and schedule the engagement's installation and configuration tasks.
- Perform the *EMC PowerPath QuickStart – 4 Host Implementation* within the Customer's environment as defined in this *Service Brief*.
- Configure *PowerPath* on one host with a maximum of two HBAs as defined in this *Service Brief*.
- Verify installation and/or configuration results. Driver configuration file validation and adjustment by EMC personnel may be necessary.
- Review the *EMC PowerPath QuickStart – 4 Host Implementation* acceptance requirements with Customer-assigned resource(s).
- Provide the applicable *EMC PowerPath QuickStart – 4 Host Implementation* documentation to the Customer.
- Conduct a basic product *Functional Overview* to familiarize the Customer with *EMC PowerPath QuickStart – 4 Host Implementation* delivered, demonstrating the normal operations as installed in the Customer's environment.

Note: This *Functional Overview* relates to the Customer's storage environment and is not a substitute for the formal EMC product Customer Education courses available. EMC strongly encourages attendance at Customer Education classes to gain further insight into the product architecture and its integration.

Deliverables

- EMC PowerPath QuickStart – 4 Host Implementation Service Test and Acceptance Plan.
- Validation of Customer's host system if necessary.
- Product Functional Overview session (based on the Test and Acceptance Plan) through demonstration of the EMC PowerPath QuickStart – 4 Host Implementation system capabilities.
- An operational EMC PowerPath QuickStart – 4 Host Implementation environment as defined in the Project Overview and Project Scope paragraphs above.

EMC Staffing

EMC provides appropriate Implementation Specialist(s) to perform the tasks listed above.

Customer Responsibilities

- Provide at least one technical contact with system administration responsibilities and appropriate system/information access privileges to perform this service.
- Make appropriate system maintenance window(s) available for EMC (or authorized agents) as needed to prepare equipment.
- Ensure all environment and operational requirements are met prior to implementation.
- Provide access to the Customer's systems and networks as necessary to perform the services during normal business hours, or at mutually agreed timeframes.
- Provide support from technical support teams for all vendors and third parties as necessary.
- Assume all responsibility for network connectivity, performance, and configuration issues.
- Verify the equipment location (work site) is prepared to perform the engagement services.
- Provide an existing Customer host system.
- Backup existing data accessed by the Customer host (and any restoration work necessary after the implementation).

Project Duration

- The anticipated engagement start date is within two (2) weeks or an agreed upon start date after receipt and approval by EMC of the Customer's purchase order for these services.
- EMC expects to complete this engagement within 11 hours after the actual start date (based on performance on consecutive days during EMC's normal business hours). Unless otherwise specified or agreed by EMC, service is performed on consecutive days.

Project Scope Exclusions/Changes

Any additions or changes to Project Scope must be stated in a separate *EMC Statement of Work* detailing the changes, and the impact on pricing, and timeframes. Such changes include, but are not limited to:

- Any additional hardware configuration not listed in this document.
- Modification of the Customer's application software.
- Development of custom solutions including scripting.
- Multiple, Basic Installation Services requiring Project Management services.

Fixed Bid Project Fee and Invoicing Schedule

- The service is delivered on consecutive days during normal business hours (8:00 AM – 6:00 PM local time, M-F, excluding local holidays).
- Invoices are issued upon EMC's receipt and approval of the Customer's purchase order.
- Customer authorizes EMC to invoice for and shall pay additional amounts related to performance outside normal business hours or consecutive days, and reimbursement of travel related expenses.



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EMC PowerPath QuickStart – 4 Host Implementation

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Exhibit E – EMC Replication Manager/SE QuickStartES

EMC Technology Solutions Service Brief


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EMC Replication Manager/SE QuickstartES

Estimate Engagement Length: Up to 17 Hours Model Number: PS-EXP-ERMCL

PROJECT OVERVIEW

This EMC® Corporation *Service Brief* details the *EMC Replication Manager/SE QuickstartES* engagement. This service is intended to improve the Customer's current backup window by facilitating SnapView-based replication (in conjunction with SAN Copy™ remote technology, if required) for backup of one or more Microsoft® Exchange, SQL databases, or NTFS file systems. These databases operate on EMC CLARiiON® storage, using the SnapView™ technology, SAN Copy technology and Replication Manager / SE™ (RM/SE) software. Using CLARiiON SnapView technology, disk-based database or file system replicas are created, synchronized, and fractured creating an independent point-in-time database or file replica that a Customer can dependably use for very quick data recovery or independent tape or disk backups/archives.

PROJECT SCOPE

Experienced EMC Technology Solutions* personnel or authorized agents work closely with Customer staff to deliver this service. During the engagement, EMC:

- Meets with the Customer to ensure that the environment and operational implementation requirements (hardware, software, and infrastructure) are met, and provides the Customer with a list of needed/beneficial updates.
- Plans and schedules the engagement's installation and configuration tasks.
- Performs the *EMC Replication Manager/SE QuickstartES* implementation within the Customer's environment as defined in this Service Brief. This includes all of the following elements that pertain to this implementation:
 - Installing and configuring RM/SE in a Customer's environment on one production server and one Mount Host (as backup server).
 - Migrating a server from SIME to RM/SE and removing the SIME software and jobs (if applicable)
 - Setting up RM/SE on a clustered server environment in Active/Passive MSCS mode only (if applicable)
 - Implementing this configuration in an existing SAN Copy environment for SAN Copy jobs (if applicable)
- Installs the required EMC Replication Manager/SE resources as defined in this *Service Brief* by:
 - Using **Replication Manager Config Checker** to validate various environment configuration parameters prior to the installation.
 - Installing and configuring RM/SE on one production server and one Mount Host (as backup server) within the Customer's environment.
 - Verifying the installation and/or configuration results.

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EMC Replication Manager/SE QuickstartES

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- Reviewing the *EMC Replication Manager/SE Quickstart ES* test and acceptance requirements with Customer-assigned resource(s).
- Ensuring that one non-production database or file replica is available to test, configure, and validate the instant restore functionality.
- Providing the applicable *EMC Replication Manager/SE QuickstartES* documentation to the Customer.
- Conducting a basic product *Functional Overview* to familiarize the Customer with the EMC Replication Manager/SE product, demonstrating the normal operations as installed in the Customer's environment.

Note: This Functional Overview relates to the Customer's storage environment and is not a substitute for the formal EMC product Customer Education courses. EMC strongly encourages attendance at Customer Education classes to gain further insight into the product's architecture and integration.

The following components are included in this implementation:

- One CLARiiON storage array (Or two CLARiiON arrays for SAN Copy.)
- One Production Server (this is the application source server).
- One Mount Host (this is the application backup server)
- Up to a maximum of 25 Exchange or SQL databases, log files, or NTFS file systems to be replicated, at a limit of 100 GB total.

ADDITIONAL SCOPE DETAILS

EMC uses the following three phases to manage this project.

Phase I – Planning and Design

During the Planning and Design phase, EMC:

- Conducts meetings as necessary, to gather information needed for the design and implementation of the Application server configuration and backup strategy, with particular attention to the application databases or file systems LUN layout.

Note: Gathering the required information to meet Customer infrastructure and business requirements is an essential element of this service.

- Identifies the Subject Matter Experts and Storage System Administrator resources and availability.
- Reviews all previous EMC engagements to ensure that this implementation is consistent with previous applicable recommendations.
- Determines and reviews required staffing levels with Customer.
- Schedules the installation and configuration to minimize Customer business disruptions.
- Develops and reviews the proposed *EMC Replication Manager/SE QuickstartES Configuration Guide*, which contains the detailed architecture design with the Customer, obtaining acceptance and sign-off.
- Develops an *EMC Replication Manager/SE QuickstartES Test and Acceptance Plan* with the Customer's team to establish the testing requirements that verify the implementation functions as designed, obtaining acceptance and sign off.



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Phase II – Implementation and Testing

During the Implementation and Testing phase, EMC:

- Installs and configures the EMC Replication Manager/SE software within the Customer's environment. This includes:
 - Validating the environmental configuration parameters using **RM Config Checker**.
 - Setting up and configuring the array for RM/SE.
 - Installing the EMC RM/SE software.
 - Creating Jobs (Clone, Snapshot, or SAN Copy session) for the production server databases and/or file systems (25 maximum – up to 100GB total)
 - A sample operation schedule.
- Verifies the installation and configuration results and provides a test data backup demonstration.
- Conducts tests in accordance with the *Replication Manager/SE QuickstartES Test and Acceptance Plan* to determine that all tasks performed are successfully completed and that the implementation is successful.

Phase III – Documentation, Functional Overview, and Acceptance

During the Documentation, Functional Overview, and Acceptance phase, EMC:

- Reviews and completes the *EMC Replication Manager/SE QuickstartES Configuration Guide* and provides it to the Customer.
- Reviews the *EMC Replication Manager/SE QuickstartES Test and Acceptance Plan* for completeness, and ensures that it is properly signed-off and approved by the Customer and the EMC Implementation Team.
- Conducts a basic *Functional Overview* to familiarize Customer staff with *EMC Replication Manager/SE* within their own storage environment. The *Functional Overview* focuses on the installed product(s) as they relate to the specific Customer's storage environment, and is not a substitute for the formal EMC product Customer Education courses.

DELIVERABLES

- EMC Replication Manager/SE Implementation QuickstartES Configuration Guide documenting the implementation.
- EMC Replication Manager/SE Implementation QuickstartES Test and Acceptance Plan.
- Product Functional Overview session based on the Test and Acceptance Plan or as presented in this Service Brief through demonstration of the EMC Product/Service system capabilities.
- EMC Replication Manager/SE implementation as defined in the Project Overview and Project Scope paragraphs above.

EMC STAFFING

EMC Technology Solutions personnel or authorized agents provide appropriate personnel to perform the tasks listed above.

CUSTOMER RESPONSIBILITIES

The Customer must:

- Provide at least one technical contact with system administration responsibilities and appropriate system/information access privileges to perform this service.
- Make appropriate system maintenance window(s) available for EMC (or authorized agents) as needed to prepare equipment.
- Ensure that all environment and operational requirements are met prior to implementation.
- Provide access to the Customer's systems and networks as necessary to perform the services during normal business hours, or at mutually agreed timeframes.
- Provide support from technical support teams for all vendors and third parties as necessary.
- Assume all responsibility for network connectivity, performance, and configuration issues.
- Verify that the equipment location (work site) is prepared to perform the engagement services, including: providing configured server (production and backup) platforms attached to the EMC CLARiiON disk array, an operational backup environment that consists of a backup server, CLARiiON capacity for backup data, a

functional tape library unit and third-party software (if used), and all existing backup policies and procedures.

ENGAGEMENT DURATION

- The anticipated engagement start date is within two (2) weeks or an agreed upon start date after receipt and approval by EMC Corporation of the Customer's purchase order for this engagement.
- EMC expects to complete this engagement within 17 hours after the actual start date (based on performance on consecutive days during EMC's normal business hours). Unless otherwise specified or agreed by EMC, service is performed on consecutive days.

ENGAGEMENT SCOPE**EXCLUSIONS/CHANGES**

Any additions or changes to Engagement Scope must be stated in a separate EMC Corporation *Statement of Work* detailing the changes, and the impact on pricing, and timeframes. Such changes include, but are not limited to:

- Any additional hardware configuration not listed in this document.
- Modification of the Customer's application software.
- Development of custom solutions including scripting.
- Multiple, Basic Installation Services requiring Project Management services.
- Any cluster-related work, including cluster configuration and failover testing.
- Installation and initial configuration of layered applications (like SnapView & SAN Copy).
- Multiple site implementation visits - All servers and arrays must be accessible from one site via LAN connection for management.
- Application server configurations or installations.
- Exchange or SQL database replication on a Symmetrix storage system.



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EMC Replication Manager/SE QuickstartES

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FIXED BID ENGAGEMENT FEE AND INVOICING SCHEDULE

- The engagement is delivered on consecutive days during normal business hours (8:00AM–6:00PM local time, M–F, excluding local holidays).
- Invoices are issued upon EMC's receipt and approval of the Customer's purchase order.
- Customer authorizes EMC to invoice for and shall pay additional amounts related to performance outside normal business hours or consecutive days, and reimbursement of travel-related expenses.

Exhibit F – EMC Mirror View QuickStart

EMC Technology Solutions Service Brief

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EMC MirrorView QuickStart

Estimate Engagement Length: Up to 2 DaysModel Number: PS-BAS-MVW

PROJECT OVERVIEW

This EMC[®] Corporation *Service Brief* details the *EMC MirrorView QuickStart* installation and configuration. This engagement provides standard installation assistance prior to extending and integrating *EMC MirrorView™* into a CLARiiON storage environment. This service offering implements either *MirrorView/S* (synchronous) or *MirrorView/A* (asynchronous). The Customer's selected hosts must be prepared for *MirrorView* installation prior to the commencement of this EMC engagement.

This service provides for one of two possible configurations:

- The configuration of *EMC MirrorView/S* into the Customer's environment and the creation of up to 200 GB of mirrored data. In this configuration, the mirrors may not traverse an IP Link.
- The configuration of *EMC MirrorView/A* into the Customer's environment and the creation of up to 200 GB of mirrored data and no more than one Array-level Consistency Group.

This service addresses the implementation of *MirrorView* within a single site only. If this implementation requires connectivity across multiple sites then the *EMC MirrorView/A Custom Implementation* service offering (PS-CUS-BC) must be used. If the distance is more than 100 miles, additional cost may be incurred to the Customer for reimbursement of time and expenses.

PROJECT SCOPE

Experienced EMC Technology Solutions^{*} personnel or authorized agents work closely with Customer staff and perform the following:

- Meet with the Customer to ensure environment and operational implementation requirements (hardware, software, and infrastructure) are met, and provide the Customer with a list of needed/beneficial updates.
- Plan and schedule the engagement's installation and configuration tasks.
- Perform the *EMC MirrorView QuickStart* implementation within the Customer's environment as defined in this *Service Brief*.
- Install/configure required *EMC MirrorView QuickStart* resources as defined in this *Service Brief*, including:
 - Configuration of *MirrorView* on a maximum of two CLARiiON Storage Arrays.
 - Implementation within a single site. Travel and associated costs to implement this solution between two sites will require EMC to invoice the customer separately. If multiple EMC teams are needed due to implementation requirements at remote sites, additional custom price charges will be applicable.

^{*} EMC Technology Solutions is a business unit of EMC Corporation.

- Verify *MirrorView* and the configuration of up to 200 GB of mirrored data (and no more than one Array-level Consistency Group with *MirrorView/A*). Depending on the SAN/Network, full replication may take a great amount of time. EMC will validate full synchronicity of a single Mirror (less than 3 GB of replicated data). All other Mirrors will be created up to the 200 GB transfer limit and synchronization will be started.
- Review the *EMC MirrorView QuickStart* acceptance requirements with Customer-assigned resource(s).
- Provide the applicable *EMC MirrorView QuickStart* documentation to the Customer.
- Conduct a basic product *Functional Overview* to familiarize the Customer with *MirrorView* as delivered, demonstrating the normal *MirrorView* operations as installed in the Customer's environment.

Note: This *Functional Overview* relates to the Customer's storage environment and is not a substitute for the formal EMC product Customer Education courses available. EMC strongly encourages attendance at Customer Education classes to gain further insight into the product architecture and its integration.

ADDITIONAL SCOPE DETAILS

EMC uses the following three phases to manage this project.

Phase I – Planning and Design

During the *Planning and Design* phase, EMC:

- Conducts meetings as necessary, gathering information needed to ensure the configuration design and implementation meet the Customer's IT infrastructure and business requirements

Note: Gathering the required information to meet Customer infrastructure and business requirements is an essential element of this service.

- Identifies the Subject Matter Experts and Storage System Administrator resources and availability
- Reviews all previous EMC engagements to ensure this implementation is consistent with previous applicable recommendations
- Reviews Customer organizational and current operational information relative to *MirrorView*
- Reviews Customer process and procedural information relative to *MirrorView*
- Determines and reviews required staffing levels with Customer
- Schedules the installation and configuration to minimize Customer business disruptions
- Develops and reviews the proposed *EMC MirrorView QuickStart Configuration Guide*, which contains the detailed architecture design with the Customer, obtaining acceptance and sign-off
- Develops an *EMC MirrorView QuickStart Test and Acceptance Plan* with the Customer's team to establish the testing requirements that verify the implementation functions as designed, obtaining acceptance and sign-off
- Verifies that the minimum revisions of the CLARiiON and Navisphere® software components are installed

Phase II – Implementation and Testing

During the *Implementation and Testing* phase, EMC:

- Implement the CLARiiON Array
- Configures the *MirrorView* software
- Verifies storage access and zoning
- Creates *MirrorView* mirrors for up to 200 GB of data
- Creates up to one *MirrorView* Array-level Consistency Groups
- Conducts tests in accordance with the developed *Test and Acceptance Plan* to determine that all tasks performed are successfully completed and the implementation is successful

Phase III – Documentation, Functional Overview, and Acceptance

During the *Documentation, Functional Overview, and Acceptance* phase, EMC:

- Reviews and completes the *EMC MirrorView QuickStart Configuration Guide* and supplies it to the Customer.
- Reviews the *EMC MirrorView QuickStart Test and Acceptance Plan* for completeness, and ensures it is properly signed-off and approved by the Customer and the EMC Implementation Team.
- Conducts a basic *Functional Overview* to familiarize Customer staff with *MirrorView* in their storage environment.

DELIVERABLES

- EMC MirrorView QuickStart Configuration Guide documenting the implementation
- EMC MirrorView QuickStart Test and Acceptance Plan
- Product Functional Overview session (based on the Test and Acceptance Plan) through demonstration of the EMC MirrorView system capabilities
- An operational EMC MirrorView environment as defined in the Project Overview and Project Scope paragraphs above

EMC STAFFING

EMC Technology Solutions personnel or authorized agents provide appropriate personnel to perform the tasks listed above.

CUSTOMER RESPONSIBILITIES

- Provide at least one technical contact with system administration responsibilities and appropriate system/information access privileges to perform this service.
- Make appropriate system maintenance window(s) available for EMC (or authorized agents) as needed to prepare equipment.
- Ensure all environment and operational requirements are met prior to implementation.
- Provide access to the Customer's systems and networks as necessary to perform the services during normal business hours, or at mutually agreed timeframes.
- Provide support from technical support teams for all vendors and third parties as necessary.
- Assume all responsibility for network connectivity, performance, and configuration issues.
- Verify the equipment location (work site) is prepared to perform the engagement services.

ENGAGEMENT DURATION

- The anticipated engagement start date is within two (2) weeks or an agreed upon start date after receipt and approval by EMC Corporation of the Customer's purchase order for this engagement.
- EMC expects to complete this engagement within two (2) days after the actual start date (based on performance on consecutive days during EMC's normal business hours). Unless otherwise specified or agreed by EMC, service is performed on consecutive days.

ENGAGEMENT SCOPE**EXCLUSIONS/CHANGES**

Any additions or changes to Engagement Scope must be stated in a separate EMC Corporation *Statement of Work* detailing the changes, and the impact on pricing, and timeframes. Such changes include, but are not limited to:

- Any additional hardware configuration not listed in this document, including array configuration or LUN binding
- Modification of the Customer's application software
- Development of custom solutions including scripting
- Multiple basic installation services requiring Project Management services
- Performance optimization
- Array-to-array link installation or implementation

FIXED BID ENGAGEMENT FEE AND**INVOICING SCHEDULE**

- The engagement is delivered on consecutive days during normal business hours (8:00AM–6:00PM local time, M–F, excluding local holidays).
- Invoices are issued upon EMC's receipt and approval of the Customer's purchase order.
- Customer authorizes EMC to invoice for and shall pay additional amounts related to performance outside normal business hours or consecutive days, and reimbursement of travel-related expenses.



where information lives

Svc Brf Rev. 1 040409

EMC MirrorView QuickStart

04/07/09

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Attachment B – Fee Schedule

Stack Computer, Inc.
1642 Kaiser Avenue - Irvine, California 92614
Phone: (949)752-5225 - Fax: (949)752-5266



QUOTATION

Date	Quotation #
05/03/05	SCIQ3997-03

Sold To: County of Los Angeles Commission
of Community Development
2 Coral Circle
Monterey Park, CA 91755

Phone:
Fax:
Email:

Ship To: County of Los Angeles Commission
of Community Development
2 Coral Circle
Monterey Park, CA 91755

Phone:
Fax:
Email:

Terms	Account Exec	Availability	Ship Via
Net 30	Erik Charlton	3 Weeks	Best Way

Ln #	Qty	Part Number	Description	Unit Price	Ext. Price
1			HARDWARE & SOFTWARE		
2			Coral Storage Array - CX500 Hardware & Software		
3	1	RACK-40U-C	40U COMMON RACK	\$1,680.00	\$1,680.00
4	1	PW40U-C-US	40U-C PWR CORD - US	\$460.00	\$460.00
5	2	CX-2GDAE	DAE FC 2Gb EXPANS FOR CX	\$2,480.00	\$4,960.00
6	35	CX-2G 10-146	FC 146GB 10K 520B 2GB	\$616.00	\$21,560.00
7	1	CX500-KIT	CX500 DOCS & RTU	\$0.00	\$0.00
8	1	C-MODEM-US	CLARIION SERVICE MODEM-US	\$0.00	\$0.00
9	1	CX500	CX500 FC Array W 4GB MEM	\$15,840.00	\$15,840.00
10	1	NAV-ENKIT	NAVI ENTERPRISE MEDIA	\$0.00	\$0.00
11	1	MVA500-KIT	CX500 MIRRORVIEW/A MEDIA	\$0.00	\$0.00
12	1	NAVAGT-WINKIT	NAVI AGENT WINDOWS MEDIA	\$0.00	\$0.00
13	1	SV500-KIT	CX500 SNAPVIEW MEDIA	\$0.00	\$0.00
14	2	PP-WN-KIT	POWERPATH WINDOWS KIT	\$0.00	\$0.00
15	20	UTIL-WIN	Windows Software Utilities	\$16.00	\$320.00
16	1	SV500		\$5,280.00	\$5,280.00

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Ln #	Qty	Part Number	Description	Unit Price	Ext. Price
			CX500 SNAPVIEW		
17	1	NAV500-EN	CX500 NAVI ENTERPRISE	\$14,000.00	\$14,000.00
18	1	MVA500	CX500 MIRRORVIEW/A	\$8,080.00	\$8,080.00
19	7	PP-WN-DP	PPATH WINDOWS DEP	\$1,008.00	\$7,056.00
20			Coral Switching - Hardware & Software		
21	1	MDS-PBF-32	32 PORT CARD	\$19,640.00	\$19,640.00
22	1	MDS-PW8-US	845W CISCO POWER CORD	\$0.00	\$0.00
23	1	MDS-9216I-00	14 PT FC - 2 PT IP SWITCH	\$15,600.00	\$15,600.00
24	1	PW40U-C-US	40U-C PWR CORD - US	\$460.00	\$460.00
25			Coral NAS Gateway - Hardware & Software		
26	1	NS-CS	CS FALCON SRVR FACT INST	\$1,880.00	\$1,880.00
27	2	NS-MIA	HSSDC TO FIBRE CONVERTER FOR TAPE CONNECT	\$560.00	\$1,120.00
28	1	SYMMOD-US	MODEM UNITED STATES	\$0.00	\$0.00
29	1	NS502G	2 DM NS500 GTWY EMC RACK	\$11,600.00	\$11,600.00
30	1	NAS-MGR-L	MANAGER ADVANCED EDITION	\$4,640.00	\$4,640.00
31	1	NS-DCD	CELERRA CD&DOCUMENTATION	\$0.00	\$0.00
32	1	NS502G-CIFS-L	NS500 CIFS LICENSE	\$5,000.00	\$5,000.00
33			SFS Storage Array - CX500 Hardware & Software		
34	1	C-MODEM-US	CLARION SERVICE MODEM-US	\$0.00	\$0.00
35	1	CX500	CX500 FC Array W 4GB MEM	\$15,840.00	\$15,840.00
36	1	RACK-40U-C	40U COMMON RACK	\$1,680.00	\$1,680.00
37	1	PW40U-C-US	40U-C PWR CORD - US	\$460.00	\$460.00
38	1	CX500-KIT	CX500 DOCS & RTU	\$0.00	\$0.00
39	35	CX-2G-10-146	FC 146GB 10K 520B 2GB	\$616.00	\$21,560.00
40	2	CX-2GDAE	DAE FC 2Gb EXPANS FOR CX	\$2,480.00	\$4,960.00
41	4	PP-WN-DP	PPATH WINDOWS DEP	\$1,008.00	\$4,032.00
42	5	UTIL-WIN	Windows Software Utilities	\$16.00	\$80.00
<hr/>					
05/03/05	11:20:44	Project ID:	SCIPROJECT2262	Page	2

Ln #	Qty	Part Number	Description	Unit Price	Ext. Price
43	1	SV500	CX500 SNAPVIEW	\$5,280.00	\$5,280.00
44	1	NAV500-DP	CX500 NAVI DEPARTMENTAL	\$9,300.00	\$9,300.00
45	1	MVA500	CX500 MIRRORVIEW/A	\$8,080.00	\$8,080.00
46	1	MVA500-KIT	CX500 MIRRORVIEW/A MEDIA	\$0.00	\$0.00
47	1	NAV-DPKIT	NAVI DEPARTMENTAL MEDIA	\$0.00	\$0.00
48	1	PP-WN-KIT	POWERPATH WINDOWS KIT	\$0.00	\$0.00
49	1	NAVAGT-WINKIT	NAVI AGENT WINDOWS MEDIA	\$0.00	\$0.00
50	1	SV500-KIT	CX500 SNAPVIEW MEDIA	\$0.00	\$0.00
51			SFS Switching - Hardware & Software		
52	1	MDS-PW8-US	845W CISCO POWER CORD	\$0.00	\$0.00
53	1	MDS-9216I-00	14 PT FC - 2 PT IP SWITCH	\$15,600.00	\$15,600.00
54			Miscellaneous - Hardware & Software		
55	5	RMSE-SQL	FOR SQL 2000	\$1,200.00	\$6,000.00
56	3	RMSE-EXCHANGE	FOR EXCHANGE 5.5 2K 2K3	\$1,200.00	\$3,600.00
57		HW/SW SUBTOTAL	HARDWARE & SOFTWARE SubTotal		\$235,648.00
58			SERVICES, MAINTENANCE & TRAINING		
59			Coral Storage Array - Services, Maintenance & Training		
60	1	CEPASPRT05	TRN 5DAY VAL 1YR DATE INV	\$4,750.00	\$4,750.00
61	1	PS-EXP-EDS	Ctx Switch 8Host Imp QSES	\$30,000.00	\$30,000.00
62	1	PS-BAS-MVW	MIRRORVIEW INSTALL QS	\$5,050.00	\$5,050.00
63	1	PS-BAS-PP4	POWERPATH 4HOST QS	\$3,435.00	\$3,435.00
64	1	PS-BAS-SPV	SNAPVIEW INSTALL QS	\$2,790.00	\$2,790.00
65	1	CLARSFTPP	Prepaid Clarion Software Support - Includes months 4-36	\$15,500.00	\$15,500.00
66	1		HW Maintenance - Includes months 25 - 36	\$0.00	\$0.00
67			Coral Switching - Maintenance & Training		
68	1	CE-VALPAK-SAN	TRN SAN VPAK VAL 1YR DATE INV	\$4,750.00	\$4,750.00

Ln #	Qty	Part Number	Description	Unit Price	Ext. Price
69	1		HW Maintenance - Includes months 25 - 36	\$0.00	\$0.00
70			SFS Storage Array - Services, Maintenance & Training		
71	1	PS-EXP-DSC	Cbx Switch 4Host Imp QSES	\$11,840.00	\$11,840.00
72	1	PS-BAS-PP4	POWERPATH 4HOST QS	\$3,435.00	\$3,435.00
73	1	PS-BAS-SPV	SNAPVIEW INSTALL QS	\$2,790.00	\$2,790.00
74	1	PS-BAS-MVW	MIRRORVIEW INSTALL QS	\$5,050.00	\$5,050.00
75	1	CEPASPT05	TRN 5DAY VAL 1YR DATE INV	\$4,750.00	\$4,750.00
76	1	CLARSFTPP	Prepaid Clarion Sftware support - Includes months 4 - 36	\$7,569.00	\$7,569.00
77	1		HW Maintenance - Includes months 25 - 36	\$0.00	\$0.00
78			SFS Switching - Maintenance		
79	1		HW Maintenance - Includes months 25 - 36	\$0.00	\$0.00
80			Coral NAS Gateway - Services, Maintenance & Training		
81	1	CE-VALPAK-NS	TRNG NS VPK Valid 1yr	\$5,940.00	\$5,940.00
82	1	PS-BAS-NSG4H	NS GTWY PLUS 4H SAN QSES	\$18,500.00	\$18,500.00
83	1	NASSFTPP	Prepaid NAS Software Support - Includes months 4 - 36	\$5,463.00	\$5,463.00
84	1		HW Maintenance - Includes months 25 - 36	\$0.00	\$0.00
85			Miscellaneous - Services		
86	1	PS-EXP-ERMCL	REP MGR SE ON CLAR QSES	\$5,350.00	\$5,350.00
87		SERVICE SUBTOTAL	SERVICES,MAINTENANCE&TRAINING SubTotal		\$136,962.00
Estimated Post-Warranty EMC Annual Maintenance:				SubTotal	\$372,610.00
				Sales Tax	\$21,794.85
				Shipping	\$0.00
				Total	\$394,404.85

This Quotation was prepared for you by: sblack

Unless superseded by a mutually agreed to, modified contract, Products and Services quoted are subject to the standard Stack Computer, Inc. license, terms and conditions outlined in Stack Computer's Master Agreement for Products and Services. Acceptance of this quote is deemed to be your acceptance of such license, terms and conditions.
A copy of the current Master Agreement may be viewed at <http://www.stackcomputer.com>

All pricing, return policies and product availability is subject to the Manufacturers policies at the time of order.

2% for CMAS transaction fees included in total.

Attachment C – Required Contract Forms



Community Development Commission County of Los Angeles

Vendor Application

Please complete the requested information as completely as possible
with a separate application for each company and return to:

Community Development Commission
Attn: Central Services Vendor List
2 Coral Circle • Monterey Park, CA 91755-7425
(323) 890-7339

☒ New Applicant ☐ Update of Firm's Information

FOR OFFICE USE ONLY

Vendor Number: _____

Date: _____

Updated By: _____

Name of Company: Stack Computer, Inc.

Contact Person: Shannon Black

Company Address: 1642 Kaiser Avenue Irvine 92614
(P.O. Box will not be accepted) Street City Zip + 4

Billing Address/Remit To: 1642 Kaiser Avenue Irvine 92614
(if different from above) Street City Zip + 4

Phone Number (949) 752-5225 Fax Number (949) 752-5266 Email: sblack@stackcomputer.com

☒ Federal I.D. ☐ Social Security No. ☐ State Non-Profit No. (Section 501 © (3)) 33-0541105
(Attach a copy of State Non-Profit Certification)

Have you met qualifications as a Section 3 Vendor? ☐ Yes ☒ No

TYPE OF OWNERSHIP (check all applicable)

☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Non-Profit ☐ Franchise ☐ Limited Liability Company
☐ Other _____

TYPE OF BUSINESS (check all applicable)

☐ Manufacturer ☐ Distributor ☐ Construction Contractor ☒ Consultant ☒ Broker/Agent ☐ Vendor
☐ Other _____

PRODUCTS/SERVICES PROVIDED

Please review the attached Vendor Commodity Codes List and select the codes, which apply to the type(s) of product(s) and/or service(s) provided by your company.

CODE	PRODUCT/SERVICE	CODE	PRODUCT/SERVICE
<u>PR.010</u>	<u>Computer Consulting</u>	_____	_____
<u>SE.106</u>	<u>Computer Disk Array Recovery</u>	_____	_____
<u>BQ.013</u>	<u>Computer Hardware</u>	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

THE INFORMATION PROVIDED IS HEREBY TRUE AND ACCURATE BASED ON FACTS AVAILABLE AS OF THIS DATE.

Signature [Signature] Title President Date 4/20/05

(Application is NOT valid unless signed and dated)

**Community Development Commission of the County of Los Angeles
Organization Information Form**

- I. **FIRM/ORGANIZATION INFORMATION:** If you will be utilizing subcontractors, please copy and forward this document to them for completion as well. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

FIRM NAME: Stack Computer, Inc.

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify) _____						
Total Number of Employees (including owners): <u>30</u>						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American					1	
Hispanic/Latino					2	1
Asian/Pacific Islander/Filipino				1		2
American Indian						
White	2			1	17	3
Other _____						

My firm is recognized as a:

☐ Disabled Veteran Business ☐ Small Business

- II. **PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian/ Pacific Islander/Filipino	American Indian	White	Other
Men	%	%	%	%	100 %	%
Women	%	%	%	%	%	%

III. **DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE. I UNDERSTAND THAT THE COMMISSION RESERVES THE RIGHT TO AUDIT THE ABOVE INFORMATION AT ANY TIME AND THAT I WILL NOTIFY THE COMMISSION IF THERE ARE ANY CHANGES IN THIS FIRM'S OWNERSHIP FROM WHAT WAS STATED ON THIS FORM.

Print Authorized Name <u>John Orr</u>	Authorized Signature 	Title <u>President</u>	Date <u>4/20/05</u>
--	---	---------------------------	------------------------

<http://www.lacdc.org/partners/Business/forms.shim>

Rev. 2/05

Print or type See Specific Instructions on page 2.	Name Stack Computer, Inc.	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ <input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.) 1642 Kaiser Avenue	Requester's name and address (optional) LA Community Development Commission
	City, state, and ZIP code Irvine, CA 92614	

Part I	Taxpayer Identification Number (TIN)
---------------	---

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.

Social security number

or

Employer identification number

3 3 0 5 4 1 1 0 5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here	Signature of U.S. person ▶ Jessica Yune	Digitally signed by Jessica Yune DN: cn = Jessica Yune, c = US Reason: I am the author of the document Date: 2009.04.13 14:13 '0709.	Date ▶
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Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments after December 31, 2001 (29% after December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate **Instructions for the Requester of Form W-9**.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Attachment D – Required Contract Notices



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. October 2001)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

A change to note. Workers cannot claim the EIC if their 2001 investment income (such as interest and dividends) is over \$2,450.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note: You are encouraged to notify each employee whose wages for 2001 are less than \$32,121 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2002.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676. You can also get the notice from the IRS Web Site at www.irs.gov.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2001 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2001 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2001 and owes no tax but is eligible for a credit of \$791, he or she must file a 2001 tax return to get the \$791 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2001 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15, Employer's Tax Guide.

Notice 1015
(Rev. 10-2001)

Cat. No. 205991



No shame.

No blame.

No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



**In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org**



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
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This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.